

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ORIGINAL

UNITED STATES OF AMERICA,

Plaintiff,

- v. -

RIVER YORK STRATFORD L.L.C. and
GLENWOOD MANAGEMENT CORPORATION,

Defendants.

CONSENT DECREE

00 Civ. 2701 (LTS)



WHEREAS, on or about November 30, 1998, Marianne Bihari ("Bihari") filed with the United States Department of Housing and Urban Development ("HUD") a housing discrimination claim, alleging that defendants River York Stratford L.L.C. and Glenwood Management Corporation (the "Defendants") engaged in discrimination on the basis of handicap, in violation of the Fair Housing Act, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. § 3601 et seq. ("the Act"), by refusing to permit her to remain in her rental apartment with her emotional assistance pet, a female Shih Tzu named Robi ("Robi"), who weighs approximately six pounds; and

WHEREAS, on or about February 14, 2000, the Secretary of HUD, after completing an investigation of Bihari's complaint, issued under administrative number 02-99-0024-8 a Charge of Discrimination, pursuant to 42 U.S.C. § 3610(g)(2)(A), charging Defendants with engaging in discriminatory housing practices and retaliation, in violation of the Act; and

WHEREAS, on April 7, 2000, the United States of America ("United States" or the "Government") commenced this action on behalf of Bihari, alleging that the Defendants (1) discriminated on

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the basis of handicap, in violation of the Act, by refusing to make a reasonable accommodation of their alleged "no pet" policy to permit Bihari to remain in her apartment with an emotional assistance pet, and (2) unlawfully retaliated against Bihari, in violation of the Act, because she filed an administrative complaint; and

WHEREAS, the Defendants do not admit to any violation of the Act; and

WHEREAS, the Government and the Defendants agree that settlement of this matter without further litigation is in the public interest and that the entry of this Consent Decree is the most appropriate means of resolving this matter; and

WHEREAS, the Government and the Defendants have consented to the entry of this Consent Decree, without trial or adjudication of any issues of fact or law;

NOW THEREFORE, it is hereby ORDERED, ADJUDGED and DECREED as follows:

I. JURISDICTION AND VENUE

1. The Court has jurisdiction over the parties and the subject matter of this action pursuant to Section 812(o) of the Act, 42 U.S.C. § 3612(o), and pursuant to 28 U.S.C. §§ 1331 and 1345. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(b) and (c).

II. APPLICATION AND PARTIES BOUND

2. This Consent Decree applies to and is binding upon the Government, Bihari and her agents, and the Defendants and their agents, employees, successors, and assigns. The undersigned

representatives of the Defendants certify that they are authorized by the Defendants to enter into and consent to the terms and conditions of the Consent Decree and to execute and legally bind the Defendants to it.

III. INJUNCTIVE RELIEF

3. The Defendants and their agents, employees, successors, assigns, and all persons acting in concert or participation with any of them in the ownership, administration or management of any residential apartment dwelling or condominium hereby agree not to discriminate against Bihari or against any other person on the basis of race, color, religion, sex, handicap, familial status, or national origin in any aspect of the occupancy, rental, or sale of a dwelling.

4. The Defendants and their agents, employees, successors, assigns, and all persons acting in concert or participation with any of them in the ownership, administration or management of any residential apartment dwelling or condominium shall not discriminate on the basis of handicap against any person in any aspect of the occupancy, rental, or sale of a dwelling by failing to make reasonable accommodations in any rules, policies, practices or services (including those pertaining to pets) when such accommodations are necessary to afford individuals with disabilities an equal opportunity to use and enjoy a dwelling.

5. The Defendants and their agents, employees, successors, assigns, and all persons acting in concert or participation with any of them in the ownership, administration or management of any residential apartment dwelling or condominium

hereby agree not to retaliate against Bihari or against any other person for having made a complaint, or for having assisted or participated in any proceeding, under the Act.

6. The Defendants and their agents, employees, successors, assigns, and all persons acting in concert or participation with any of them shall permit Bihari to live with Robi in any apartment that she rents from them. In the event that Robi should die or otherwise become unavailable to Bihari, Bihari shall be allowed (in consideration of the medical documentation already provided to Defendants by Bihari as to her need for a dog in the treatment of her condition) to live with a replacement dog of similar size and weight as Robi in any apartment she rents from Defendants. Bihari shall not be required to provide medical recertification as to the need for a replacement dog for any replacement that takes place within fifteen (15) years from the date of entry of this Consent decree. After this fifteen-year period, Bihari shall be allowed to replace any dog that has died upon production of a then-current letter at the time of replacement from a then-current treating physician, psychologist, or certified social worker stating that having a pet is necessary for Bihari's continued maintenance of emotional health. Defendants shall not take any other actions, impose any other restrictions, or in any other way interfere with Bihari's ability to replace Robi or any other emotional assistance pet with which she is living. Any rules regarding pets at 1385 York Avenue, which the Defendants have adopted or may adopt in the future, must be reasonable, and must be applied uniformly to all tenants living with pets.

7. The Defendants shall withdraw or have dismissed the action they commenced in New York City Civil Court, Housing Part, seeking to evict Bihari from her apartment because she was living with a pet there (the "eviction proceeding"). See River York Stratford LLC v. Marianne Bihari, Index No. L & T 76802/1998. On or before October 31, 2000, Defendants shall provide to counsel for the United States (at the address below) (1) a copy of all documents filed with the housing court seeking withdrawal or dismissal of the eviction proceeding, and (2) a statement under penalty of perjury stating that all necessary steps to withdraw or dismiss the eviction proceeding have been undertaken.

8. Defendants shall also withdraw or have dismissed the appeal they filed of the stay of the eviction proceeding that was granted on or about February 29, 2000, by Judge Bruce Scheckowitz of the New York City Civil Court, Housing Part. On or before October 31, 2000, Defendants shall provide to counsel for the United States (1) a copy of all documents filed with the appropriate court seeking withdrawal or dismissal of the appeal, and (2) a statement under penalty of perjury stating that all necessary steps to withdraw or dismiss the appeal have been undertaken.

9. Defendants shall withdraw all pending claims and demands against Bihari for their legal fees or other expenses in connection with the eviction proceeding, and shall not pursue any other such claims or demands. On or before October 31, 2000, Defendants shall send to Bihari a letter formally withdrawing all claims for such fees and expenses. A copy of this letter shall

also be sent to counsel for the United States within this time period.

10. Nothing in this Consent Decree shall be construed as a waiver of or shall in any way limit or affect Bihari's right to renew her lease pursuant to New York Rent Stabilization Code § 2522.5.

IV. NOTICE TO THE PUBLIC

11. Within forty-five (45) days after this Consent Decree is entered by the Court, Defendants shall post and maintain fair housing signs, in a form that complies with 24 C.F.R. Part 110, in rental offices used, managed, or leased by Defendants or their agents. These signs shall also indicate that all dwellings owned or managed by Defendants are subject to the reasonable accommodation requirements of the Fair Housing Act.

V. APPLICATIONS FOR REASONABLE ACCOMMODATIONS

12. Defendants shall make available and provide to all current and future residents, occupants and tenants who request a reasonable accommodation an application for reasonable accommodation substantially similar to that set forth in Appendix A hereto and which shall also contain the fair housing logo (see 24 C.F.R. Part 110).

13. Defendants shall maintain a record containing the name, address and telephone number of any individual filing such an application, a copy of the application, and the response to the application. For a period of two years from the entry of this Decree, the Government shall have the right, after providing thirty (30) days advance written notice, to request and obtain, by

facsimile or certified mail, said applications and responses thereto.

VI. MONETARY RELIEF

14. Defendants shall pay Bihari a total of Ten Thousand Dollars (\$10,000) without interest or costs. Payment shall be made on or before October 31, 2000, and by check payable to "Marianne Bihari," sent care of Meredith Kotler to the United States Attorney's Office. In consideration of this monetary relief, Bihari shall execute a general release substantially in the form annexed hereto as Appendix B.

VII. RESOLUTION OF CLAIMS

15. This Consent Decree shall be in full settlement and satisfaction of all violations, claims for relief and causes of action alleged in the above-captioned Complaint and in the Charge of Discrimination filed by HUD under administrative number 02-99-0024-8 against the Defendants and their agents and employees. Upon entry of this Consent Decree, the within action shall be deemed dismissed with prejudice as against the Defendants. Defendants agree to comply with any federal, state or local law or regulation regarding fair housing. Nothing herein shall be deemed an admission by Defendants of any violation of the Act.

16. If the Government believes that Defendants have violated this Consent Decree, the Government will notify Defendants in writing as to the nature of said alleged violation and provide Defendants with ten (10) business days to address the alleged violation before applying to the Court for relief.

VIII. REPORTING

17. One year after entry of this Consent Decree, and again two years after entry, Defendants shall deliver to counsel for the United States a statement signed under penalty of perjury stating: (a) that defendants have complied with the requirement to post FHA signs, as described in paragraph 11 above; (b) that defendants have complied with the requirement to maintain applications for reasonable accommodations and responses thereto, as described in paragraph 13 above; and (c) a list of administrative and judicial complaints against Defendants, filed during the one-year period (and then during the second one-year period) after entry of the Decree, alleging housing discrimination on the basis of failure to provide a reasonable accommodation.

IX. RESERVATION OF RIGHTS

18. Nothing contained in this Consent Decree is intended or shall be interpreted or construed as a waiver by the Government of any right to institute any proceeding or action against the Defendants for violations of any statutes, rules or regulations administered by the Government, or to prevent or limit the rights of the Government to obtain relief under the Act or any other federal statutes or regulations, or any other relief on account of any violation of this Consent Decree or any other provision of law.

19. Nothing in this Consent Decree is intended or shall be interpreted as or construed to grant, resolve, dispose of or otherwise bar other request(s) for an accommodation by any individual resident, occupant, or tenant of any building managed or owned by Defendants for whom an accommodation is necessary to

afford such person an equal opportunity to use and enjoy a dwelling.

20. Nothing in this Consent Decree shall constitute an admission by Defendants of any violation of the Act.

X. INTEGRATION CLAUSE

21. The Government, Bihari, and the Defendants understand and agree that this Consent Decree represents the entire agreement between them. No prior agreements, representations or statements, oral or written, shall be considered part of this Consent Decree or given any force or effect.

22. There shall be no modification of this Consent Decree without the written consent of the Government, Bihari, and the Defendants, and the approval of the Court.

XI. COSTS AND ATTORNEY'S FEES

23. The Government, Bihari, and Defendants shall bear their own costs and attorney's fees in this action.

THE PARTIES HEREBY CONSENT to entry of the foregoing Consent Decree:

FOR THE UNITED STATES OF AMERICA:

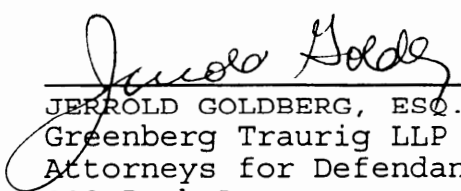
Dated: New York, NY
October 18, 2000

MARY JO WHITE
United States Attorney for the
Southern District of New York


By: Meredith E. Kotler
MEREDITH E. KOTLER (MK-9580)
Assistant United States Attorney
100 Church Street, 19th Floor
New York, New York 10007
Tel.: (212) 637-2724

FOR DEFENDANTS:


Dated: New York, NY
October , 2000


JERROLD GOLDBERG, ESQ.
Greenberg Traurig LLP
Attorneys for Defendants
200 Park Avenue
New York, NY 10166
Tel. No. (212) 801-9209

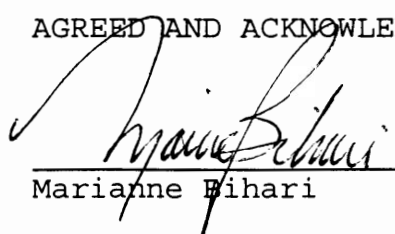
Dated: New Hyde Park, NY
October , 2000


DANIEL BIGGS
Vice President
GLENWOOD MANAGEMENT CORP.
1200 Union Turnpike
New Hyde Park, NY 11040

Dated: New Hyde Park, NY
October , 2000


DANIEL BIGGS
Authorized Agent
RIVER YORK STRATFORD L.L.C.
c/o Glenwood Management Corp.
1200 Union Turnpike
New Hyde Park, NY 11040

AGREED AND ACKNOWLEDGED:


Marianne Bihari

JUDGEMENT IS HEREBY ENTERED in accordance with the foregoing
Consent Decree this 25th day of October, 2000, New York.


LURET LORRETTA TAYLOR SWAIN
UNITED STATES DISTRICT JUDGE 

**THIS DOCUMENT WAS ENTERED
ON THE DOCKET ON 10/26/00**

APPENDIX A

APPLICATION FOR REASONABLE ACCOMMODATION

It is the policy of River York Stratford LLC and Glenwood Management Corp. not to discriminate against anyone in any activities related to the rental or occupancy of their apartments, or in the provision of services in connection with these apartments, on the basis of handicap, race, color, religion, sex, familial status or national origin. It is the policy of River York Stratford LLC and Glenwood Management Corp. to comply with the reasonable accommodation provisions of the Fair Housing Act, 42 U.S.C. § 3601 et seq., the rules and regulations promulgated thereunder, and state and local law.

If you believe that you are entitled to a reasonable accommodation from River York Stratford LLC or Glenwood Management Corp., please specify the type of accommodation you are seeking and the basis for it in the space below. Attach copies of any medical or other documentation (such as a disabled driver's license) you wish to be considered.

INFORMATION TO BE SUPPLIED BY TENANT REGARDING CLAIMED DISABILITY

Name, address and phone number of tenant:

Social Security Number:

State the nature of the claimed disability:

Which tenant and/or occupant (state relationship) has the claimed disability for which a reasonable accommodation is being requested?

Please attach to this application the address and phone number of a doctor, psychologist, social worker, or any other professional who has knowledge of the claimed disability.

If the person for whom the reasonable accommodation is being requested is currently being treated by a doctor, psychologist, social worker or any other professional in connection with the claimed disability, please attach to this application a list of each doctor, psychologist, social worker or other professional currently providing such treatment, with each professional's address and phone number.

☐ If this box is checked, please include with this application, on the letterhead of at least one of the above listed professionals who is currently providing services in connection with the claimed disability, a statement: (1) certifying that the person has the claimed disability; (2) describing the nature of the disability; (3) explaining why the requested accommodation is required in light of the disability; and (4) certifying that the person is substantially limited in a major life activity notwithstanding the current use of any corrective devices, including medication. The landlord may ask for letters from additional professionals listed above.

Please describe how the claimed disability substantially limits one or more major life activities of the person for whom the reasonable accommodation is being requested.

Please describe in detail the nature of the accommodation being requested from the Landlord.

Upon receipt of the completed application, presentation of supplemental material may be requested, and if you are seeking waiver of a no-pet rider, a Supplemental Application for Waiver of No-Pet Rider to Lease Based Upon Tenant's Disability may have to be completed and returned to us.

If you would like further information regarding this application, you may contact Mr. Ronald Susser at (718) 343-6400.

**SUPPLEMENTAL APPLICATION FOR WAIVER OF "NO PET"
RIDER TO LEASE BASED UPON TENANT'S DISABILITY**

Describe the proposed pet by: Type: _____
Breed: _____
Color: _____
Age: _____
Current Weight: _____
Anticipated Adult Weight: _____

Please supply the name, phone number, and address
of a veterinarian who can confirm the pet's
anticipated adult weight: _____

Will the pet have any specific training to assist
with the claimed disability? _____

If so, please describe the training. _____

Please supply the name, address, and telephone
number of the school/trainer providing such
training to confirm the training. _____

If the pet requires walking, is there an occupant
of the apartment who is capable of walking the
pet each day? _____

If not, who will be walking the pet? _____

Is there an occupant of the apartment who is capable
of caring for the pet each day? If not, what
arrangements will be made for care of the pet? _____

If you need further information regarding this application, you may contact Ms. Edna Benedetto at
(718) 343-6400.

APPENDIX B

In consideration of the payment to me of ten thousand dollars (\$10,000), receipt of which is hereby acknowledged, provided to me pursuant to the Consent Decree entered in United States v. River York Stratford L.L.C. and Glenwood Management Corporation, 00 Civ. 2701 (JFK) (S.D.N.Y.), I, Marianne Bihari, hereby release, acquit, and discharge River York Stratford L.L.C. and Glenwood Management Corporation, and their officers, directors, agents, employees, successors, and assigns, from any and all liability for any claims and/or damages that I may have against them, arising out of or relating to the facts giving rise to either the above-captioned action or the complaint filed antecedent to this action -- complaint number 02-99-0024-8 -- with the United States Department of Housing and Urban Development.

I fully acknowledge and agree that this Release shall be binding on my heirs, representatives, executors, successors and administrators and assigns. I hereby acknowledge that I have read and understand this Release and have executed the same voluntarily and with full knowledge of its legal consequences.



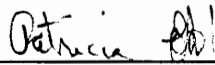
MARIANNE BIHARI

OCT. 17. 2000

DATED

STATE OF NEW YORK)
COUNTY OF) ss.:

On this 17th day of October, 2000 before me came Marianne Bihari to me known to be the individual described herein, and who executed the foregoing instrument, and acknowledged that she signed the same.



NOTARY PUBLIC
PATRICIA E. TOBIN
Notary Public, State of New York
No. 24-4755
Qualified in Kings County
Commission Expires August 31, 2002